

### CITY OF SAN ANTONIO

## Human Resources Department P. O. BOX 839966 SAN ANTONIO TEXAS 78283-3966

October 17, 2011

Subject: Domestic Partner Information and Enrollment Packet

Dear Employee/Retiree:

I am pleased to announce that beginning January 1, 2012, the City of San Antonio will extend medical and voluntary dental/vision/life benefits to same and opposite gender domestic partners. Extending such benefits to domestic partners supports the City's efforts to become an employer of choice; become more competitive in the public and private sectors of the market regarding recruitment and retention of great talent; promote workplace diversity, and improve employee satisfaction and morale.

The attached domestic partner information and enrollment packet has been designed to provide you with the enrollment guidelines and tax considerations you should be aware of when determining your domestic partner's and/or his/her dependent child(ren)'s eligibility for health, dental, vision, and life insurance coverage, and the impact their enrollment will have on your tax status. Please note that the information regarding tax implications is not intended as tax advice. You are encouraged to seek the guidance of your personal tax advisor regarding income tax implications and before certifying that your domestic partner and/or his/her child(ren) qualify as dependents, as defined by the Internal Revenue Code.

To assist you with this new enrollment process, the following items are included within this packet:

- Domestic Partnership Affidavit and Agreement
- Taxable Income and Incremental Costs
- Domestic Partnership Tax Dependent Status Form
- Benefits Enrollment Form

Please submit the required Domestic Partnership Affidavit and Agreement, Domestic Partnership Tax Dependent Status Form, and Benefits Enrollment Form, with the necessary supporting documentation, to the Human Resources Department – Employee Benefits Division at 115 Plaza de Armas, Suite 260, San Antonio, Texas 78285. If you have any questions or need assistance, contact the Employee Benefits Division at 210-207-0073.

Sincerely,

Patricia Atkins

Employee Benefits Administrator

**Employee Benefits Division** 



Domestic Partner Sign

Domestic Partner Social Security Number

## CITY OF SAN ANTONIO

# Human Resources Department P. O. BOX 839966 SAN ANTONIO TEXAS 78283-3966

DOMESTIC PARTNERSHIP AFFIDAVIT AND AGREEMENT
We,, and
We,, and
Swear and affirm that we are domestic partners according to the following definition contained in the City of San Antonio Policies:
Domestic Partner is a committed relationship between two adults, which meets all of the following conditions:
<ul> <li>The domestic partnership has been in effect for at least 6 months;</li> <li>Both partners are at least eighteen years of age;</li> <li>Both partners are each other's sole domestic partner and intended to remain so indefinitely as attested to in the affidavit;</li> <li>Neither partner is married (either legally or by common law) to, legally separated from, anyone else;</li> <li>The partners are not related by blood or marriage to a degree of closeness that would prohibit marriage in the state in which they reside;</li> <li>Both partners agree they are in committed relationship and consider each other jointly responsible for each other's common welfare and financial obligations; and</li> <li>Both partners agree that they are not in the relationship solely for the purpose of obtaining benefits coverage.</li> </ul>
We understand that the City may ask us to produce documentation or other proof that we meet or continue to meet the above definition and we agree to provide such documentation or proof.
We agree that if our relationship changes so that we no longer meet the above definition, the Employee/Retiree will provide written notice of that change to Benefits Division of the City of San Antonio Human Resources Department within thirty-one (31) days of the date of change.
This Affidavit and Agreement is submitted to the City of San Antonio specifically to qualify the Domestic Partne for coverage under the medical and/or dental plans offered by the City of San Antonio with the understanding that the eligibility of the Domestic Partner for such benefits depends on the truthfulness of our statements in thi Affidavit. We understand that knowingly providing misinformation in this document will result in disciplinary action against the Employee, and the City may recover from either or both the Employee/Retiree and the Domestic Partner, all costs incurred by the City related to benefit coverage for the Domestic Partner.
Each of us swear and affirm that we have read this document, that the statements herein are true and correct, that we understand the content and important of the agreements herein, and that, in considerations of the City's provision of benefit coverage for the Domestic Partner, we agree to abide by the provisions of this Affidavit and Agreement.
Employee/Retiree Signature Date
Employee/Retiree Social Security Number

Date

#### 2012 Domestic Partner Medical Coverage Taxable Income and Incremental Costs

Employees applying for domestic partner benefits should be aware that such benefits have significant tax consequences. This statement is not intended as tax or legal advice but rather to alert employees of the potential tax ramifications.

You and the City of San Antonio share in the cost of covering a domestic partner and/or his/her eligible dependent children, the same as someone would for coverage of a spouse and their own eligible dependent children. However, there are additional financial and tax implications to consider with a domestic partner. The Internal Revenue Service (IRS) has determined that an employer's cost of providing benefits for a domestic partner and their children is considered "imputed income", which means it is subject to taxes.

The City must report on your W-2 form the fair market value of an employee's domestic partner benefits as wages or "imputed income" to the IRS, resulting in increased taxable gross income for federal income taxes. In addition, FICA (Social Security and Medicare) taxes will be withheld from your paycheck. The amount of this income depends upon the plan in which you are enrolled and the level of coverage.

The following is an example of the taxability of coverage if you are enrolled in the Value Plan and were hired before January 1, 2009. The payroll deduction amount to cover your domestic partner and/or your partner's child is a post tax deduction, unlike medical coverage for the enrolled family members.

Level of Coverage Under Value Plan - Pre-2009 Hire	Total Employee Deduction	EE Deduction portion that is Pre-Tax	EE Deduction Portion that is Post-Tax	Imputed Income*
Employee + Domestic Partner	\$36.00	\$3.50	\$32.50	\$64.58
Employee + Domestic Partner + Domestic Partner Child	\$46.00	\$3.50	\$42.50	\$127.17
Employee +Employee Child + Domestic Partner	\$46.00	\$9.00	\$37.00	\$60.08
Employee + Employee Child + Domestic Partner + Domestic Partner Child	\$46.00	\$3.50	\$42.50	\$127.17
Employee + Employee Child + Domestic Partner Child	\$9.00	\$3.50	\$5.50	\$67.10
Employee + Domestic Partner Child	\$9.00	\$3.50	\$5.50	\$67.10
Employee + Certified Domestic Partner** + Domestic Partner Child	\$46.00	\$36.00	\$10.00	\$62.60
Employee + Domestic Partner +Certified Domestic Partner Child** + Employee Child	\$46.00	\$9.00	\$37.00	\$60.08
Employee +Certified Domestic Partner** + Domestic Partner Child + Employee Child	\$46.00	\$36.00	\$10.00	\$62.60

<sup>\*</sup>Imputed Income – Income separate from, and in addition to, your monthly plan cost. It is the City's contribution toward the additional coverage for your domestic partner and/or your partner's child. The imputed income is subject to federal tax withholding, Social Security tax and Medicare tax.

<sup>\*\*</sup>Certified Domestic Partner or Certified Domestic Partner Child – IRS indicates a domestic partner or partner's child can be considered a tax dependent if they meet certain criteria. The employee must

certify the Domestic Partner and/or Domestic Partner Child are a tax dependent. A tax dependent is treated as a legal dependent and is not subject to imputed income.

If an employee considers certifying his or her partner as a tax dependent, consulting a tax advisor is recommended. Falsely certifying a tax dependent may result in charges of tax fraud by the IRS and disciplinary action by the City.

**DISCLAIMER:** The foregoing examples are for illustration only and may not reflect your actual circumstances. The City of San Antonio and its Human Resources Department are not providing you with tax advice or legal advice. You are urged to consult your own tax advisor(s) concerning the federal income tax and employment tax ramification from your enrolling your domestic partner or your partner's children in one of the City's sponsored plans.



#### CITY OF SAN ANTONIO

Human Resources Department
P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

#### DOMESTIC PARTNERSHIP

Tax Dependent Status Form

#### I. INSTRUCTIONS

Before you enroll your domestic partner and/or domestic partner's child(ren) for health benefit coverage, be prepared to indicate whether your domestic partner and/or his or her child(ren) are your tax dependent(s) for federal income tax purposes. Use this form to indicate whether or not your domestic partner qualifies as your tax dependent under the Internal Revenue Code. Because the Human Resources Department cannot provide tax advice, seek help from your personal tax advisor if you have questions.

#### II. TAX DEPENDENT STATUS

If your domestic partner and/or his/her or child(ren) qualify as your tax dependent(s), as that term is defined by the Internal Revenue Code, then you may pay for your portion of health benefit premiums with pre-tax dollars. Furthermore, the portion of the premiums paid by the City of San Antonio will not be considered taxable income to you. Finally, you may also be able to utilize your flexible spending account for their health and /or dependent care expenses.

If your domestic partner and/or your domestic partner's child(ren) do not qualify as your tax dependent(s) for federal income tax purposes, then you must pay for their portion of health benefit premiums with after-tax dollars. Furthermore, the portion of the premiums paid by the City of San Antonio for coverage of your domestic partner and/or his or her child(ren) will be included in your gross income and subject to applicable payroll taxes. Finally, you will not be able to be utilize your flexible spending account for their health and/or dependent care expenses.

If you fail to indicate the federal income tax status of your domestic partner and/or your domestic partner's children, the City of San Antonio will treat your domestic partner and/or domestic partner's children as not qualifying as your tax dependent(s) for federal income tax purposes.

#### III. TAX STATUS SELECTON

Please indicate on the reverse side of this form whether or not your domestic partner qualifies as your "dependent" for federal income tax purposes, as that term is defined under the Internal Revenue Code.

You should consult with your own personal tax advisor before you verify that your domestic partner and/or your domestic partner's child(ren) are dependents as defined by the Internal Revenue Code.



IV.

#### CITY OF SAN ANTONIO

Human Resources Department
P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

#### **Domestic Partner Tax Dependent Status**

Check the box that applies. Is your domestic partner your "dependent" as that term is defined by the Internal Revenue Code and its regulations and as that term is modified for purposes of coverage under accident or health plans under Internal Revenue Code? YES NO Children of the Domestic Partner Tax Dependent Status Is the child(ren) of your domestic partner, who you intend to cover, your "dependent(s)" as that term is defined by the Internal Revenue Code? YES NO **SIGNATURE** I understand that the declarations I have made herein have legal and financial implications and that, before signing this document, I should seek advice from my personal tax advisor. I agree to reimburse the City of San Antonio for any and all liability including, but not limited to, taxes, penalties, or losses, that the City of San Antonio may incur due to its reliance on the statements I have made on this form. I agree to notify the City of San Antonio on the prescribed form, within thirty-one days, if there is any change in my domestic partner status which may make my domestic partner no longer eligible for benefits or if there is any change in the partner's dependent status for federal income tax purposes.

Employee/Retiree Signature	Date
Domestic Partner Signature	Date

INITIAL ENRO		OPEN ENRO				ORM SICHANGE □		
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Name:				Social Securit	y No.:			
Date of Birth:				Email:	a a samatin			
Phone Number(s)	:		(a)	Marital Status				
Mailing Address:		APT :	#:	Single □	Married 🗆	Divorced □		
City, State, Zip:								
Carlo and the second se	ave both Parts A and B of I					☐ Yes ☐ No		
1900	ee's dependents have both		edicare?			☐ Yes ☐ No		
SECTION 2 – DEP Plan.	ease specify dependent's n ENDENT(S) INFORMATIO	on - Please comple	ete for ea	ch Dependent	s) you wish to e	nroll in a COSA Health		
First Name	Last Name	Birth Date	So	cial Security	Gender	Add/Drop Dependent		
					□M □F	□Add □Drop		
				li .	□M □F	□Add □Drop		
					□M □F	□Add □Drop		
	LTH PLAN OPTIONS I – Select coverage level					23.00		
☐ Retiree Only			☐ Retire	e + Two (2) or i	More Dependents			
☐ Retiree + One (1	) Dependent		☐ Opt C	out (see reverse	side)			
B. Retiree's Healt	h Options – Select one or	nly is well interest	erin in	sekif otte 7/5/	វាមេឡាសែរ នារាំ	South With His Figure		
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☐ Consumer Cho	ice		☐ Huma					
			□ Huma	Humana HMO				
☐ Standard PPO					a Enrollment Pac	cket		
☐ Premier PPO								
	ealth Options - Select on	e only	STATE OF THE	to to zeo sin	engit a service o	tion of course has accorded		
Under Age 65-Non	Medicare Only		Over Age	e 65 or Disabled	-with Medicare Pa	arts A & B		
☐ Consumer Cho	ice	l l	☐ Huma		1,000			
☐ Value PPO			☐ Huma	na HMO				
☐ Standard PPO		= 1	Must co	mplete Human	a Enrollment Pac	cket		
☐ Premier PPO								
Section 4 – RECoS	A (Select one only)	PVBD 950h 3B5 Tb			bet assets and set	(1882) (Participal Perfect Code 18		
Antonio focused on any other topics affe In an effort to provi	of the City of San Antonic informing and communica ecting retirees in the San Arde you with the latest new e. Below, please check the	ting with fellow City ntonio area. vs and activity from	/ retirees	about changes	in retirement ber	nefits, health benefits and		
☐ Yes, I would lil	ke to receive information fro	om RECoSA. E-ma	il addres	s:				
☐ No thank you,	I do not wish to receive inf	ormation from RECo	oSA.		(complete re	everse side)		

TOBACCO USER CERTIFICATION						
<ul> <li>Tobacco products include but are not limited to: cigarettes, cigars, pipes, all forms of smokeless tobacco (chewing tobacco, snuff, dip or any other product that contains tobacco), clove cigarettes or any other smoking devices that use tobacco such as hookahs. E-cigarettes which contain nicotine are also included.</li> </ul>						
<ul> <li>"Tobacco User" is defined by the City of San Antonio as a person who has used tobacco products within the past sixty (60) days.</li> </ul>						
<ul> <li>It is my obligation to submit an amended certification if I declare to be a Non-Tobacco User and become a Tobacco User, by resubmission of the required form through the Employee Benefits Division.</li> </ul>						

• "Tobacco User" is defined by the City of San Antonio as a person who has used tobacco products within the past sixty (60 days.
<ul> <li>It is my obligation to submit an amended certification if I declare to be a Non-Tobacco User and become a Tobacco User by resubmission of the required form through the Employee Benefits Division.</li> </ul>
• I understand that \$40 monthly fee is the surcharge amount that I will be obligated to pay if I acknowledge that I an a Tobacco User.
• I understand that all surcharges as a Tobacco User will be prospective, and will not be refunded if I become a Non-Tobacco User. However, if I subsequently cease to be a Tobacco User, I may submit an amended certification changing my status from a Tobacco User to Non-Tobacco User. Once this amended certification is processed future surcharges will cease for the
• I understand that if I submit a certification changing from a Tobacco User to a Non-Tobacco User, I must also present a cer
• By making my election below, I acknowledge that I have read the above Tobacco User Certification information, understand
☐ I am NOT a tobacco user ☐ I am a tobacco user
☐ I am NOT a tobacco user ☐ I am a tobacco user  WAIVER OF HEALTH COVERAGE
WAIVER OF HEALTH COVERAGE  I understand that if I decline enrollment now and have no other health insurance coverage, I will be liable for any and all
WAIVER OF HEALTH COVERAGE  I understand that if I decline enrollment now and have no other health insurance coverage, I will be liable for any and all health care liabilities incurred due to this lapse in coverage.
WAIVER OF HEALTH COVERAGE  I understand that if I decline enrollment now and have no other health insurance coverage, I will be liable for any and al health care liabilities incurred due to this lapse in coverage.  Please provide name of other carrier and reason for opting out of coverage.
WAIVER OF HEALTH COVERAGE  I understand that if I decline enrollment now and have no other health insurance coverage, I will be liable for any and al health care liabilities incurred due to this lapse in coverage.  Please provide name of other carrier and reason for opting out of coverage.  Carrier Name:
WAIVER OF HEALTH COVERAGE  I understand that if I decline enrollment now and have no other health insurance coverage, I will be liable for any and all health care liabilities incurred due to this lapse in coverage.  Please provide name of other carrier and reason for opting out of coverage.  Carrier Name:  Opt-out Reason:  Retirees will have 31 calendar days from the loss of other coverage to notify the Human Resources Department to re-enroll in the City of San Antonio Retiree Medical Plan. If the change is not requested within 31 calendar days, your request to

I have read the 2013 Benefits Guide explaining the City of San Antonio Benefits Program. I hereby make my election of benefits for 2013 and understand that my election cannot be changed once this form is received by the Employee Benefits Division. This change can be made at Human Resources within 31 calendar days of a loss of other coverage.

I swear or affirm that the information I have provided for the purpose of receiving health benefit coverage is true and accurate; and I understand that knowingly providing false information may result in loss of coverage, discipline, and criminal prosecution, if applicable.

rosecution, if applicable.	
etiree Signature:	Date:
	OF SAN ANTONIO USE ONLY OURCES – BENEFITS DIVISION
Retiree SAP#:	Years of Creditable Service:
Customer #:	Plan(s):
Sales Order #:	Premium Amount: \$
	\$

CITY OF INITIAL ENROLLMENT		T <b>ONIO</b> - OPEN ENR		Benefit Enro ɪτ  □		rm FITS CHANGE		
SECTION 1 - EMPLOYEE'S INFORMA			res yea	See Appendix to the	mile televisie			
Name:				Social Security	No.:			- A
Date of Birth:			SAP Number:					
Daytime Phone Number(s):		2000						
SECTION 2 - MEDICAL BENEFIT OPTION	ONS Plan	& Coverage	Level -	Select level of c	overage. DP	= Domestic Pa	rtner	en ård ka
☐ Consumer Choice	☐ Emplo	yee Only						
□ Value PPO		yee + Spou	se/DP					
□ Standard PPO	□ Emplo	yee + Child	(ren)/DP	Child(ren)				
□ Premier PPO	7.7.1	☐ Employee + Child(ren)/DP Child(ren) + Spouse/DP						
☐ Opt-Out Medical (see reverse side)			, ,					
SECTION 3 – OTHER BENEFIT OPTION	IS – Select	level of co	verage					
□ Delta Care DHMO	☐ Employ	yee Only						
(Delta Care form required)	☐ Employ	yee + Spou	se/DP					
☐ CitiDent PPO	☐ Employ	yee + Child	(ren)/DP	Child(ren)				
(Delta Dental)	□ Employ	yee + Child	(ren)/DP	Child(ren) + Spo	use/DP			
	☐ Employ	yee Only						- 03
☐ Vision	□ Employ	yee + Spou	se/DP					
(Davis)	□ Employ	yee + Child	(ren)/DP	Child(ren)				
	☐ Employ	yee + Child	(ren)/DP	Child(ren) + Spo	use/DP			
Dearborn National Additional Life Insurance (optional)	,	□ None □ 1X □ 2X □ 3X □ 4X □ 5X  **As a new hire, Evidence of Insurability is required for Additional Life for 3X, 4X, or 5X annual base salary						
Dependent Life Insurance				☐ YES	□ №			
ADDITIONAL LONG TERM DISABILITY (Increases from 40% to 60% of salary)				☐ YES	□ №			
REIMBURSEMENT ACCOUNTS  * Please provide the annual contribution amount. This amount will be divided by the remaining pay periods of the current year.*	Health Ca	re Flexible	Spendin	\$ g Account (HFS/ nding Account (I	A): \$			
DEPENDENT PLAN COVERAGE Plan C Relationship Codes: (1) Spouse (2) D Please attach copies of all red	ependent (		(3) Dor	The second secon	(4) Domestic		ioata)	, spirositi
r lease attach copies of all rec	juneu vanu		Relation	or each depender	n (i.e., iliairia	ge/birtir certif	1	/Drop
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TOBACCO	USER CERTIFICATION
<ul> <li>Tobacco products include but are not limited to: cigarette any other product that contains tobacco), clove cigarettes or E-cigarettes which contain nicotine are also included.</li> </ul>	es, cigars, pipes, all forms of smokeless tobacco (chewing tobacco, snuff, dip of any other smoking devices that use tobacco such as hookahs.
• "Tobacco User" is defined by the City of San Antonio as a	person who has used tobacco products within the past sixty (60) days.
<ul> <li>It is my obligation to submit an amended certification if I do of the required form through the Employee Benefits Division</li> </ul>	eclare to be a Non-Tobacco User and become a Tobacco User, by resubmission.
• I understand that \$40 monthly fee is the surcharge ar User.	nount that I will be obligated to pay if I acknowledge that I am a Tobacco
However, if I subsequently cease to be a Tobacco User, I n	I be prospective, and will not be refunded if I become a Non-Tobacco User hay submit an amended certification changing my status from a Tobacco User to cessed future surcharges will cease for the duration of my Non-Tobacco use
<ul> <li>I understand that if I submit a certification changing fron completion from a qualified Tobacco Cessation Program or</li> </ul>	n a Tobacco User to a Non-Tobacco User, I must also present a certificate o medical physician.
<ul> <li>By making my election below, I acknowledge that I have in my election as accurate.</li> </ul>	ead the above Tobacco User Certification information, understand it, and certif
☐ I am <b>NOT</b> a tobacco user	☐ I am a tobacco user
WAIVER	OF HEALTH COVERAGE
incurred due to this lapse in coverage.  Please provide name of other carrier and reason for opting of the carrier Name:  Opt-out Reason:	ner health insurance coverage, I will be liable for any and all health care liabilities out of coverage.
If there is a legal change in family status, the employee may the employee to change the coverage level of the medical, of Dependent Care Reimbursement accounts. Employees have change. If the change is not requested within 31 calendar dopen enrollment period. Legal documentation is required within 31 calendar documentation.	add or drop dependent coverage. A legal change in family status would allow ental, and vision plans, and allow changes to their Health Care and/or e 31 calendar days to notify the Human Resources Department to make the ays of the legal change of status, the change cannot be made until the next th any change request. A legal change in family status includes: divorce, byment status of the employee's spouse, or ineligibility of a child due to age.
ACK	NOWLEDGEMENT
I have read the 2013 Benefits Guide explaining the City of S dependent information and authorize bi-weekly payroll deduc	an Antonio Benefits Program. I agree with the 2013 benefits selections and/or ctions.
I swear or affirm that the information I have provided above understand that knowingly providing false information may re	for the purpose of receiving health benefit coverage is true and correct; and I esult in loss of coverage, discipline, and criminal prosecution, if applicable.
	nt information and authorize bi-weekly payroll deduction in the amount of the acco surcharge if I am a tobacco user. Tobacco Surcharge is only applicable to
Employee Signature:	Date:
Office Use Only: Proccessed	Pending Other Verified By

		2010 01	illoilli beli	efit Enrollr	nent For	Ш	
	INITIAL ENROLLMENT	OPEN E	NROLLMENT [		BENEFITS	CHANGE	
SECTION 1 - EMPLOY Please print, and complete							
Name:				Social Secu	rity No.:		
Date of Birth:				SAP Numbe	er:		
Phone Number(s):				Email:	7 F Alban		
Mailing Address:		Apt #:		Marital State	us:		
City, State, Zip:				0:1-	1		
SECTION 2 - In case of	f emergency, contact:			Single	Marr	ied∐ [	Divorced
Name:		Phone:	Relationship:				*
SECTION 3 – MEDICAL Select level of coverage	BENEFIT OPTIONS e and answer questions 1 and 2.						
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CitiMed Fire	Employee Only	Er	mployee +1	E	mployee +2 o	r more	
SECTION 4 - DEPENDE	tach required Opt-Out Form)  ENT PLAN COVERAGE Relation Code	s: (1) Spouse	(2) Dependent Da	ughter (3) Deper	ndent Son (4)	Domestic Pa	ertner (5)
Domestic Child(ren)			Relation				
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					□M □F	□Add	□Drop
					□M □F	□Add	□Drop
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	ve Bargaining Agreement explaining the			e Benefits Divisi	on. This chan	ction of bene	fits for 201
and understand that my person at Human Resou	y election cannot be changed once this urces within 31 days of a qualifying live	e event. (i.e., nev	wborn, marriage,				
and understand that my person at Human Resou swear or affirm that th		e event. (i.e., never the purpose o	wborn, marriage, of receiving health	benefit coverage	e is true and	correct; and I	understan
and understand that my person at Human Resou swear or affirm that th that knowingly providin	urces within 31 days of a qualifying live e information I have provided above fo	e event. (i.e., new r the purpose o of coverage, dis	wborn, marriage, of receiving health	benefit coverage inal prosecution.	e is true and	correct; and I	understar